

William A. "Bert" Miller, III
Mayor
Bernie Gessner
Councilmember
Josh M. Fultz
Councilmember



Grant E. Holt
Mayor Pro-Tem
Pattie Pederson
Councilmember

**NOTICE OF MEETING OF THE GOVERNING BODY OF THE
CITY OF NAVASOTA, TEXAS
MARCH 27, 2023**

Notice is hereby given that a Regular Meeting of the governing body of the City of Navasota will be held on the 27th of March, 2023 at 6:00 PM at the City Hall in the City Council Chambers, Room No. 161, located at 200 E. McAlpine Street, Navasota, Texas 77868, at which time the following subjects will be considered, to wit:

To watch the City Council meeting live please visit the City of Navasota's Youtube here: <https://www.youtube.com/channel/UCItnx7BQt0TCiYJRiZ14g5w>

1. Call to Order.
2. Invocation
Pledge of Allegiance
3. Remarks of visitors: Any citizen may address the City Council on any matter. Registration forms are available on the podium and/or table in the back of the city council chambers. This form should be completed and delivered to the City Secretary by 5:45 p.m. Please limit remarks to three minutes. The City Council will receive the information, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concerns shall be directed to the City Manager.
4. Staff Report:
 - (a) Introduction of new employees: Parks and Recreation Manager, Ryan Hendricks and Meter Service Technician, Michael Moya [Peggy Johnson, HR Director];
 - (b) Update on CIP Projects [Jennifer Reyna, Director of Public Works];
 - (c) Proclamation - Child abuse prevention month [Mayor Bert Miller];
 - (d) Board and Commission update [City Council]; and
 - (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

5. Consideration and possible action to award contract for the Fire Hydrant Replacement capital improvement project to Kieschnick General Contractors in the amount of \$440,250.00. [Jennifer Reyna, Public Works Director]
6. Consideration and possible action to enter into an agreement with Strand Associates, INC to provide engineering services for the Natural Gas Main System Loop and Extension capital improvement project for the City of Navasota in the amount of \$210,000.00. [Jennifer Reyna, Public Works Director]
7. Consent Agenda: The following items may be acted upon with one motion and vote. No separate discussion or action is necessary unless requested by the Mayor or City Councilmember, in which event the item will be removed from the Consent Agenda for separate discussion and/or action by the City Council as part of the regular agenda. [Mayor Bert Miller]

Consent Items are:

A. Approve an interlocal agreement between Harris County Department of Education and the City of Navasota for the Choice Partners Cooperative.

B. Approve a letter of support for T-Mobile Hometown Grant application.

8. Adjourn.

DATED THIS THE 22ND OF MARCH, 2023

/JW/

BY: JASON WEEKS, CITY MANAGER

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the CITY OF NAVASOTA, is a true and correct copy of said notice and that I posted a true and correct copy of said notice in the glass bulletin board, in the foyer, on the south side of the Municipal Building as well as in the bulletin board on the north side of the Municipal Building of the City of Navasota, Texas, a place convenient and readily accessible to the general public at all times, and said notice was posted on the 22nd of March, 2023 at 01:20 PM and will remain posted continuously for at least 72 hours preceding the scheduled time of said meeting. Agendas may be viewed at www.navasotatx.gov.

The City Council reserves the right to convene in Executive Session at any time deemed necessary for the consideration of confidential matters under the Texas Government Code, Sections 551.071-551.089.

DATED THIS THE 22ND OF MARCH, 2023

/SMH/

BY: SUSIE M. HOMEYER, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT(936) 825.6475 OR (936) 825.6408 OR BY FAX AT (936) 825.2403.



REQUEST FOR CITY COUNCIL AGENDA ITEM #4

Agenda Date Requested: <u>March 27, 2023</u>	Appropriation
Requested By: <u>Jason Weeks, City Manager</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Proclamation

AGENDA ITEM #4

Staff Report:

- (a) Introduction of new Parks & Recreation Manager, Ryan Hendricks and Meter Service Technician, Michael Moya [Peggy Johnson, HR Director]
- (b) Update on CIP projects [Jennifer Reyna, Director of Public Works]
- (c) Proclamation on Child Abuse Prevention Month [Mayor Bert Miller]
- (d) Board and Commission update [City Council]
- (e) Reports from City Staff or City Officials regarding items of community interests, including expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognition of public officials, public employees, or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that has arisen after the posting of the agenda. [Jason Weeks, City Manager]

SUMMARY & RECOMMENDATION

- (a) Peggy Johnson, HR Director, will introduce the new Parks & Recreation Manager, Ryan Hendricks and Meter Service Technician, Michael Moya.
- (b) Jennifer Reyna, Public Works Director, will give the City Council an update on CIP Projects.

(c) Mayor Bert Miller will proclaim April 2023 to be Child Abuse Prevention Month.

(d) If applicable, City Council will provide Board and Commission updates.

(e) Staff and City Council will give updates on other events coming up.

ACTION REQUIRED BY CITY COUNCIL

None

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/20/23

Date

PROCLAMATION

Child Abuse Prevention Month

WHEREAS, there is a consensus across the country that it is necessary to build strong prevention systems as part of a robust family well-being system that not only supports families when they are in a crisis but is intentional in supporting families before they are in crisis. The universal challenges faced over the past three years have compounded the struggles children and families in our communities were already facing and heighten the urgency for us to consider what a robust family well-being system in **the City of Navasota, County of Grimes** could and should look like.

WHEREAS, in **the City of Navasota, Texas, County of Grimes**, we believe that children thrive in safe, stable, nurturing families, within their own communities. Through establishing partnerships with families that capitalize on the collective strengths of parents and their children we can build strong, healthy families and resilient communities where children can thrive. Sadly, child maltreatment is still a significant public health issue. Communities that lack accessible supports and resources and are disproportionately affected by poverty can experience increased risk factors that lead to child abuse and neglect. Despite the complex factors that can lead to child maltreatment, it can be prevented.

WHEREAS, each year, the month of April is dedicated to recognizing the critical work being done across our great state to meet families upstream, before a crisis occurs, and offer them accessible lifelines that mitigate the challenges they face. Child abuse prevention occurs every day through the diligent work and tireless advocacy undertaken by **the City of Navasota, Texas, County of Grimes** families, friends, neighbors, houses of faith, advocacy groups, nonprofit organizations, schools, health-care providers, social workers, and government agencies to support children and families in every community.

WHEREAS, Child abuse prevention cannot be tasked to one community, agency, or system. Behind many families that succeeded on their own is a strong community that provided a way for the family to meet their needs. We must all work together to strengthen our communities and build localized supports that are accessible, contribute to the well-being of the entire community, and keep children and families safe and together. I encourage everyone to learn more about the many aspects of our communities working hard to create positive, healthy environments for the future leaders of our great state and nation. Together, we can create a brighter future for children, families, and communities in **the City of Navasota, Texas, County of Grimes** and ensure tomorrows leaders have the support they need to thrive and reach their potential.

Therefore, I, Mayor Bert Miller, do hereby proclaim April 2023 to be Child Abuse Prevention Month in **the City of Navasota, Texas, County of Grimes**, and urge the appropriate recognition whereof.

SIGNED THIS THE 27TH DAY OF MARCH, 2023

BERT MILLER, MAYOR

AGENDA PLANNING CALENDAR

MARCH 27, 2023 – WORKSHOP AT 4:30 P.M.

1. Called to order
2. Introduce Parks and Recreation Manager
3. Conveyance of 1.113407 acres from Kiwanis Club for a park
4. Creation of new park – St. Paul's Episcopal Church
5. Wayfinding Signs
6. Expansion of Cedar Creek/Mance Lipscomb Park
7. Parks & Rec programs
8. Adjourn

MARCH 27, 2023 – DEADLINE FOR SUBMITTING ITEMS AND COVER SHEETS FOR THIS MEETING IS 03/13/2023

1. Called to order
2. Invocation/Pledge of Allegiance
3. Remarks of visitors
4. Staff Report: (a) Introduction of new employees; (b) Update of all CIP projects; (c) Proclamation – Child Abuse prevention month; (d) Board and Commission update; and (e) Reports from staff and City Council
5. Bid award – fire hydrant project
6. Bid award – gas looping system
7. Consent agenda: (a) Interlocal agreement – Choice partners and (b) Letter of support – Grant project
8. Adjourn

April 10, 2023 – Executive Session – Evaluation of Municipal Judge – 2 year, Proclamation – National Library Week
– April 23-29, 2023; Bid Award – Street project

April 24, 2023 – Proclamation – National Travel and Tourism Week

May 8, 2022 – Proclamation – Economic Development Week

May 15, 2023 – Canvass election results, elect a Mayor and Mayor Pro-Tem

May 22, 2023

June 12, 2023

June 26, 2023

July 10, 2023 – Proclamation – Parks & Recreation Month

July 24, 2023

August 14, 2023

August 21, 2023

September 11, 2023

September 25, 2023

October 9, 2023 – Proclamation – Support your local Chamber Day

October 23, 2023

November 13, 2023

November 27, 2023

December 11, 2023



REQUEST FOR CITY COUNCIL AGENDA ITEM #5

Agenda Date Requested: March 27, 2023

Requested By: Jennifer Reyna, Director

Department: Public Works

☐ Report ☐ Resolution ☒ Ordinance

Exhibits: Recommendation of Award Letter and Bid Tab

Appropriation

Source of Funds: 200 - Water Fund

Account Number: 200-511-910.00

Amount Budgeted: \$480,000

Amount Requested: \$440,250

Budgeted Item: ☒ Yes ☐ No

AGENDA ITEM #5

Consideration and possible action to award contract for the Fire Hydrant Replacement capital improvement project to Kieschnick General Contractors in the amount of \$440,250.00.

SUMMARY & RECOMMENDATION

As part of the fiscal year 2022-23 capital improvement projects, Public Works has been working closely with the utility engineering vendor Bleyl Engineering on the Fire Hydrant Replacement project. The Fire Hydrant Replacement project consists of replacing 34 fire hydrants that have been out of service or missing from our fire protection system. Bleyl Engineering received public bids on behalf of the City of Navasota for the Fire Hydrant Replacement project on March 16, 2023, at 2:00 pm. A total of eight (8) bids were submitted for this project. Kieschnick General Contractors were the lowest bidder. Bleyl Engineering is familiar with Kieschnick General Contractors and is satisfied with their work quality and scheduling. Therefore, city staff concurs with Bleyl's recommendation to award the Fire Hydrant Replacement project contract to Kieschnick General Contractors, the lowest qualified bidder, for the Total Base Bid plus the Add-Alternate in the amount of \$440,250.00.

ACTION REQUIRED BY CITY COUNCIL

Award bid to Kieschnick General Contractors for the Fire Hydrant Replacement project in the amount of \$440,250.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/22/23

Date



BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

March 17, 2023

City of Navasota
200 E. McAlpine St.
Navasota, TX 77868
Attn: Jennifer Reyna

Re: Recommendation of Award
Navasota Fire Hydrant Replacement
Bleyl Project No. 12820

Dear Jennifer Reyna:

Bleyl Engineering received public bids on behalf of the City of Navasota for the above referenced project on March 16, 2023, at 2:00pm. Subsequently, the bids were publicly opened and read. A total of eight (8) bids were submitted for this project. A summary of the bids is shown below:

Bidder	Base Bid	Add-Alternate	Base + Add-Alt.
Kieschnick General Contractors	\$317,250.00	\$123,000.00	\$440,250.00
Elliot General Contractors	\$397,040.00	\$144,400.00	\$541,440.00
Texcon General Contractors	\$996,910.19	\$359,807.45	\$1,356,717.64
D&S Contracting	\$750,000.00	\$301,950.00	\$1,051,950.00
Cervantez Construction	\$392,385.00	\$125,950.00	\$518,335.00
Texas Pride Utilities	\$406,600.00	\$153,700.00	\$560,300.00
Rangeline Utility Services	\$693,993.34	\$262,420.00	\$956,413.34
Branch Construction Group	\$453,326.12	\$149,545.00	\$602,871.12

The bids were opened and evaluated. Kieschnick General Contractors are the lowest bidder. A copy of the detailed bid tabulation for this project is enclosed for your review and consideration. Bleyl Engineering is familiar with Kieschnick General Contractors and is satisfied with their work quality and scheduling. Bleyl recommends awarding the contract to Kieschnick General Contractors, the lowest qualified bidder, for the Total Base Bid plus the Add-Alternate in the amount of \$440,250.00. If you have any questions or require additional information, please contact me by email at twolff@bleylengineering.com or by phone at (979) 265-1125.

Best regards,

Tim Wolff, PE
Project Manager

Conroe

Bryan

bleylengineering.com

Austin

Houston

Advancing stronger, safer communities across Texas since 1997.

Texas Reg. No. F-678



BIO TABULATION
City of Houston
Houston Fire Hydrant Project
BREVET NO. 12820
March 16th, 2023 @ 2:00 PM

Item No.	Item Description	Unit Measure	Unit Quantity	Kieschick GC College Station, TX		Cervantes Con. Bryan, TX		Texas Pride Utilities Houston, TX		Hargrove Utility Services Houston, TX		BKS Contracting College Station, TX		Tucson GC Bryan, TX		Branch Construction Group Odessa, TX		Enrol Construction Bryan, TX	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
					317,250.00		392,385.00		406,600.00		693,993.34		750,000.00		996,910.19		453,326.12		397,640.00

B1	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 19,600.00	\$ 19,600.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 55,000.00	\$ 37,000.00	\$ 37,000.00	\$ 33,500.00	\$ 33,500.00	\$ 2,054.50	\$ 2,054.50	\$ 18,800.00	\$ 18,800.00
B2	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,050.00	\$ 5,050.00	\$ 6,613.00	\$ 6,613.00	\$ 6,800.00	\$ 6,800.00	\$ 13,145.00	\$ 13,145.00	\$ 20,430.00	\$ 20,430.00	\$ 23,673.20	\$ 23,673.20	\$ 8,054.50	\$ 8,054.50	\$ 8,780.00	\$ 8,780.00
B3	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,070.00	\$ 10,070.00	\$ 7,000.00	\$ 7,000.00	\$ 16,545.00	\$ 16,545.00	\$ 20,430.00	\$ 20,430.00	\$ 26,073.20	\$ 26,073.20	\$ 105,054.50	\$ 105,054.50	\$ 9,000.00	\$ 9,000.00
B4	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 8,800.00	\$ 8,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 25,631.50	\$ 25,631.50	\$ 10,054.50	\$ 10,054.50	\$ 8,620.00	\$ 8,620.00
B5	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,600.00	\$ 5,600.00	\$ 13,285.00	\$ 13,285.00	\$ 8,800.00	\$ 8,800.00	\$ 16,390.00	\$ 16,390.00	\$ 20,430.00	\$ 20,430.00	\$ 27,761.81	\$ 27,761.81	\$ 10,054.50	\$ 10,054.50	\$ 12,910.00	\$ 12,910.00
B6	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,700.00	\$ 5,700.00	\$ 10,115.00	\$ 10,115.00	\$ 8,600.00	\$ 8,600.00	\$ 15,765.00	\$ 15,765.00	\$ 20,430.00	\$ 20,430.00	\$ 26,779.00	\$ 26,779.00	\$ 10,054.50	\$ 10,054.50	\$ 12,450.00	\$ 12,450.00
B7	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,250.00	\$ 5,250.00	\$ 6,475.00	\$ 6,475.00	\$ 7,500.00	\$ 7,500.00	\$ 15,215.00	\$ 15,215.00	\$ 20,430.00	\$ 20,430.00	\$ 19,881.50	\$ 19,881.50	\$ 9,054.50	\$ 9,054.50	\$ 9,400.00	\$ 9,400.00
B8	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,550.00	\$ 5,550.00	\$ 11,600.00	\$ 11,600.00	\$ 9,800.00	\$ 9,800.00	\$ 16,082.20	\$ 16,082.20	\$ 20,430.00	\$ 20,430.00	\$ 26,491.11	\$ 26,491.11	\$ 9,054.50	\$ 9,054.50	\$ 13,100.00	\$ 13,100.00
B9	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 12,475.00	\$ 12,475.00	\$ 7,500.00	\$ 7,500.00	\$ 15,515.00	\$ 15,515.00	\$ 20,430.00	\$ 20,430.00	\$ 40,589.09	\$ 40,589.09	\$ 10,054.50	\$ 10,054.50	\$ 10,200.00	\$ 10,200.00
B10	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,800.00	\$ 5,800.00	\$ 13,375.00	\$ 13,375.00	\$ 10,500.00	\$ 10,500.00	\$ 15,645.00	\$ 15,645.00	\$ 20,430.00	\$ 20,430.00	\$ 36,504.25	\$ 36,504.25	\$ 9,054.50	\$ 9,054.50	\$ 13,180.00	\$ 13,180.00
B11	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,350.00	\$ 5,350.00	\$ 7,800.00	\$ 7,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 32,254.25	\$ 32,254.25	\$ 9,054.50	\$ 9,054.50	\$ 8,300.00	\$ 8,300.00
B12	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,100.00	\$ 5,100.00	\$ 10,115.00	\$ 10,115.00	\$ 6,800.00	\$ 6,800.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 23,665.85	\$ 23,665.85	\$ 9,054.50	\$ 9,054.50	\$ 8,750.00	\$ 8,750.00
B13	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,350.00	\$ 5,350.00	\$ 10,160.00	\$ 10,160.00	\$ 7,000.00	\$ 7,000.00	\$ 15,072.40	\$ 15,072.40	\$ 20,430.00	\$ 20,430.00	\$ 25,219.79	\$ 25,219.79	\$ 9,054.50	\$ 9,054.50	\$ 9,250.00	\$ 9,250.00
B14	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 26,069.79	\$ 26,069.79	\$ 10,054.50	\$ 10,054.50	\$ 8,400.00	\$ 8,400.00
B15	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,100.00	\$ 5,100.00	\$ 11,160.00	\$ 11,160.00	\$ 6,800.00	\$ 6,800.00	\$ 15,062.58	\$ 15,062.58	\$ 20,430.00	\$ 20,430.00	\$ 40,342.01	\$ 40,342.01	\$ 9,054.50	\$ 9,054.50	\$ 9,100.00	\$ 9,100.00
B16	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4. See Item B15 for TSBV's	LS	1	\$ 5,100.00	\$ 5,100.00	\$ 9,160.00	\$ 9,160.00	\$ 7,000.00	\$ 7,000.00	\$ 15,135.00	\$ 15,135.00	\$ 20,430.00	\$ 20,430.00	\$ 45,283.53	\$ 45,283.53	\$ 11,054.50	\$ 11,054.50	\$ 9,100.00	\$ 9,100.00
B17	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,100.00	\$ 5,100.00	\$ 11,250.00	\$ 11,250.00	\$ 7,000.00	\$ 7,000.00	\$ 15,068.44	\$ 15,068.44	\$ 20,430.00	\$ 20,430.00	\$ 38,964.24	\$ 38,964.24	\$ 10,054.50	\$ 10,054.50	\$ 9,300.00	\$ 9,300.00
B18	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,100.00	\$ 5,100.00	\$ 8,430.00	\$ 8,430.00	\$ 7,800.00	\$ 7,800.00	\$ 15,056.72	\$ 15,056.72	\$ 20,430.00	\$ 20,430.00	\$ 32,241.11	\$ 32,241.11	\$ 10,054.50	\$ 10,054.50	\$ 8,700.00	\$ 8,700.00
B19	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 19,881.50	\$ 19,881.50	\$ 9,054.50	\$ 9,054.50	\$ 7,600.00	\$ 7,600.00
B20	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 19,881.50	\$ 19,881.50	\$ 9,054.50	\$ 9,054.50	\$ 7,600.00	\$ 7,600.00
B21	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 19,881.50	\$ 19,881.50	\$ 12,054.50	\$ 12,054.50	\$ 7,600.00	\$ 7,600.00
B22	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 19,881.50	\$ 19,881.50	\$ 9,054.50	\$ 9,054.50	\$ 7,600.00	\$ 7,600.00
B23	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 20,881.50	\$ 20,881.50	\$ 9,054.50	\$ 9,054.50	\$ 7,600.00	\$ 7,600.00
B24	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 30,325.95	\$ 30,325.95	\$ 9,054.50	\$ 9,054.50	\$ 7,600.00	\$ 7,600.00
B25	Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,430.00	\$ 20,430.00	\$ 20,825.95	\$ 20,825.95	\$ 10,054.50	\$ 10,054.50	\$ 7,600.00	\$ 7,600.00
B26	Furnish and install 6-inch Single Line Stop (SCPP) or equal for 6-inch fire hydrant service line.	E/A	24	\$ 5,800.00	\$ 139,200.00	\$ 5,000.00	\$ 120,000.00	\$ 6,200.00	\$ 148,800.00	\$ 4,982.00	\$ 119,568.00	\$ 6,344.00	\$ 152,256.00	\$ 7,852.94	\$ 188,470.56	\$ 4,043.94	\$ 97,054.56	\$ 4,700.00	\$ 112,800.00
B27	Furnish and install 6-inch gate valve and box for 6-inch fire hydrant service line, per plans and specifications, complete and in place.	E/A	24	\$ 1,500.00	\$ 36,000.00	\$ 1,750.00	\$ 42,000.00	\$ 2,600.00	\$ 62,400.00	\$ 6,213.00	\$ 149,112.00	\$ 2,810.00	\$ 67,440.00	\$ 4,022.88	\$ 96,541.12	\$ 993.54	\$ 23,854.56	\$ 1,650.00	\$ 39,600.00
B28	Furnish and install 10-inch tapping shoe and valve for 6-inch fire hydrant service line, per plans and specifications, complete and in place.	E/A	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,510.00	\$ 3,510.00	\$ 2,084.00	\$ 2,084.00	\$ 8,505.88	\$ 8,505.88	\$ 5,054.50	\$ 5,054.50	\$ 4,100.00	\$ 4,100.00
Total Base Bid				\$ 317,250.00		\$ 392,385.00		\$ 406,600.00		\$ 693,993.34		\$ 750,000.00		\$ 996,910.19		\$ 453,326.12		\$ 397,640.00	

ADD-ALTERNATE BID:																			
D11	Fire Hydrant AY: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,250.00	\$ 6,250.00	\$ 7,200.00	\$ 7,200.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 22,075.95	\$ 22,075.95	\$ 10,054.50	\$ 10,054.50	\$ 7,900.00	\$ 7,900.00
D12	Fire Hydrant AZ: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 22,075.95	\$ 22,075.95	\$ 9,054.50	\$ 9,054.50	\$ 7,500.00	\$ 7,500.00
D13	Fire Hydrant BA: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 23,075.95	\$ 23,075.95	\$ 9,054.50	\$ 9,054.50	\$ 7,500.00	\$ 7,500.00
D14	Fire Hydrant BB: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 23,725.95	\$ 23,725.95	\$ 9,054.50	\$ 9,054.50	\$ 7,500.00	\$ 7,500.00
D15	Fire Hydrant BC: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 23,825.95	\$ 23,825.95	\$ 10,054.50	\$ 10,054.50	\$ 7,500.00	\$ 7,500.00
D16	Fire Hydrant BD: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 31,575.95	\$ 31,575.95	\$ 10,054.50	\$ 10,054.50	\$ 7,500.00	\$ 7,500.00
D17	Fire Hydrant BE: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 24,825.95	\$ 24,825.95	\$ 9,054.50	\$ 9,054.50	\$ 7,500.00	\$ 7,500.00
D18	Fire Hydrant BF: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 22,075.95	\$ 22,075.95	\$ 9,054.50	\$ 9,054.50	\$ 7,500.00	\$ 7,500.00
D19	Fire Hydrant BG: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 22,075.95	\$ 22,075.95	\$ 10,054.50	\$ 10,054.50	\$ 7,500.00	\$ 7,500.00
D20	Fire Hydrant BH: Fire Hydrant Assembly including lead and all appurtenances, Traffic Control, Trench Safety, Demos of Fitting Assembly, Flow Test, etc. as indicated on the table located on Sheet 4.	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,500.00	\$ 6,500.00	\$ 15,045.00	\$ 15,045.00	\$ 20,984.00	\$ 20,984.00	\$ 25,735.95	\$ 25,735.95	\$ 9,054.50	\$ 9,054.50	\$ 7,500.00	\$ 7,500.00
D21	Furnish and install 4-inch Single Line Stop (NO OPPV, or equal) See each fire hydrant section.	EA	10	\$ 5,800.00	\$ 58,000.00	\$ 5,800.00	\$ 58,000.00	\$ 6,200.00	\$ 62,000.00	\$ 4,982.00	\$ 49,820.00	\$ 6,340.00	\$ 63,400.00	\$ 78,824.00	\$ 788,240.00	\$ 4,300.00	\$ 43,000.00	\$ 5,250.00	\$ 52,500.00
D22	Furnish and install 4-inch gate valve and pay for 6-month fire hydrant service time, per plan and specification, complete and in place.	EA	10	\$ 1,500.00	\$ 15,000.00	\$ 1,750.00	\$ 17,500.00	\$ 2,000.00	\$ 20,000.00	\$ 6,215.00	\$ 62,150.00	\$ 2,067.00	\$ 20,670.00	\$ 4,020.00	\$ 40,200.00	\$ 1,000.00	\$ 10,000.00	\$ 1,650.00	\$ 16,500.00
Total Add-Alternate Bid				\$ 123,000.00		\$ 123,000.00		\$ 153,700.00		\$ 262,420.00		\$ 301,950.00		\$ 359,807.45		\$ 149,545.00		\$ 144,400.00	
Total Base + Add-Alternate Bid				\$ 440,250.00		\$ 518,335.00		\$ 560,300.00		\$ 956,413.34		\$ 1,051,950.00		\$ 1,356,717.64		\$ 602,871.12		\$ 541,440.00	



REQUEST FOR CITY COUNCIL AGENDA ITEM #6

<p>Agenda Date Requested: <u>March 27, 2023</u></p> <p>Requested By: <u>Jennifer Reyna, Director</u></p> <p>Department: <u>Public Works</u></p> <p><input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance</p> <p>Exhibits: <u>Professional Services Agreement</u></p>	<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: center; padding: 5px;">Appropriation</th></tr></thead><tbody><tr><td style="padding: 5px;">Source of Funds:</td><td style="padding: 5px;"><u>300 - Gas Fund</u></td></tr><tr><td style="padding: 5px;">Account Number:</td><td style="padding: 5px;"><u>300-513-910.00</u></td></tr><tr><td style="padding: 5px;">Amount Budgeted:</td><td style="padding: 5px;"><u>\$1,300,000</u></td></tr><tr><td style="padding: 5px;">Amount Requested:</td><td style="padding: 5px;"><u>\$210,000</u></td></tr><tr><td style="padding: 5px;">Budgeted Item:</td><td style="padding: 5px;"><input checked="" type="radio"/> Yes <input type="radio"/> No</td></tr></tbody></table>	Appropriation		Source of Funds:	<u>300 - Gas Fund</u>	Account Number:	<u>300-513-910.00</u>	Amount Budgeted:	<u>\$1,300,000</u>	Amount Requested:	<u>\$210,000</u>	Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No
Appropriation													
Source of Funds:	<u>300 - Gas Fund</u>												
Account Number:	<u>300-513-910.00</u>												
Amount Budgeted:	<u>\$1,300,000</u>												
Amount Requested:	<u>\$210,000</u>												
Budgeted Item:	<input checked="" type="radio"/> Yes <input type="radio"/> No												

AGENDA ITEM #6

Consideration and possible action to enter into an agreement with Strand Associates, INC to provide engineering services for the Natural Gas Main System Loop and Extension capital improvement project for the City of Navasota in the amount of \$210,000.00.

SUMMARY & RECOMMENDATION

During the fiscal year 2022-23 budget process, City Council approved the Natural Gas Main Loop and Extension capital improvement project as part of the Capital Improvement Plan (CIP) in the amount of \$1,3 million. The City of Navasota desires to run a new high-pressure natural gas main from the northwest corner of Industrial Park to a new gas regulator station closer to Pecan Lakes Estates to effectively loop this portion of the system. The new natural gas main will run north along Farm-to-Market (FM) 379 and then west, adjacent to the existing natural gas line that services this part of the system. This solution would result in a minimal pressure drop throughout the development under peak demand conditions. Also, the new natural gas main will be able to sufficiently provide services to any upcoming developments that may be coming to the area. Current staff at Strand Associates have over 40 years of experience working on municipal natural gas distribution systems. This experience primarily involves projects for line extensions and replacements, regulator station improvements, pressure testing, and leak detection, as well as coordination with the Railroad Commission of Texas. Strand Associates has previously completed natural gas distribution projects for the cities of Sealy, Splendora, Rockport, Brenham, Hempstead, and Navasota among other municipalities. Strand Associates (including O'Malley Engineers) has been working on natural gas projects for the City of Navasota going back to 1978, and most recently completed the Tenth Street Gas Line Replacement and Gas Model Development projects for the City. Staff recommends entering into an agreement with Strand Associates, INC to provide engineering services for the Gas

Main System Loop and Extension CIP project for the City of Navasota in the amount of \$210,000.

ACTION REQUIRED BY CITY COUNCIL

Approve or deny the City of Navasota entering into an agreement with Strand Associates, INC to provide engineering services for the Natural Gas Main System Loop and Extension capital improvement project for the City of Navasota in the amount of \$210,000.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/22/23

Date

FINAL COPY

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
CITY OF NAVASOTA
PROJECT NO. _____
PECAN LAKES GAS MAIN EXTENSION**

**THE STATE OF TEXAS §
 §
COUNTY OF GRIMES §**

THIS AGREEMENT made on the _____ day of _____, 20____, entered into, and executed by and between the City of Navasota, Texas (the "City"), a municipal corporation of the State of Texas, and Strand Associates, Inc.® ("Engineer").

WITNESSETH:

WHEREAS, the City desires to install approximately 14,650 linear feet (LF) of four-inch gas main and a new regulator station, as further described in Part A of Attachment "A" (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to provide land surveying, project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Services," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior written approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. The City's use of any work product prepared by the Engineer for purposes other than for the intended project shall be at the City's sole risk and without liability to the Engineer.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Services is through May 31, 2024 beginning from the execution date of this Agreement which is anticipated on March 27, 2023. Upon written request of Engineer, the City Manager may grant time extensions to the extent of any delays caused by the City or other agencies with which the services must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the services to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual services performed under the Scope of Services, on a lump sum basis an amount of \$210,000, as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, TX 77833
Attn: Mark A. Rudolph, P.E.

FINAL COPY

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Navasota
200 E. McAlpine
Navasota, TX 77868-0910
Attn: Jason Weeks, City Manager

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer,

FINAL COPY

as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the City on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City. Non-payment within 45 days of receipt of invoice by the City, may at Engineers option, result in suspension of services upon 5 days written notice to the City. Upon receipt of payment in full Engineer will resume services without liability to City for such suspension.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Chapter 2251 of the Texas Government Code related to the payment for goods and services by governmental entities. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the services covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Grimes County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

FINAL COPY

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Navasota has lawfully caused this Agreement to be executed by the Mayor of said City and attested by the City Secretary and Strand Associates, Inc.®, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 20____.

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M. Bunker Date
Corporate Secretary

ATTEST:

CITY OF NAVASOTA, TEXAS

Susie Homeyer Date
City Secretary

William A. "Bert" Miller, III Date
Mayor

ATTACHMENT "A"

PART A—SCOPE OF SERVICES

**CITY OF NAVASOTA
PROJECT NO. _____
PECAN LAKES GAS MAIN EXTENSION**

Description of Project

A. Design Services

1. Submit one Texas 811 request to mark underground utilities; additional requests and subsequent survey will be considered additional services.
2. Conduct a 30-foot-wide topographic and property pin survey along 14,650 LF of gas main alignment, and for a proposed regulator station site approximately 30'x30' in size. Survey the location of overhead and underground utilities within survey limits, as field-marked through Texas 811 locate request.
3. Prepare plan and profile drawings, technical specifications, and an opinion of probable construction cost for installation of approximately 14,650 LF of four-inch gas main and a new regulator station. The design documents will be in accordance with the City of Navasota Unified Design Guidelines.
4. Attend up to three design review meetings with City at 30, 60, and 90 percent completion.
5. Prepare legal description and exhibit for submission to City for use in acquiring property for a new regulator station site approximately 30'x30' in size.
6. Prepare final Proposed Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings, said documents being subject to final approval by the City. Contract Documents will be prepared in accordance with Best-Value Competitive Bidding process provided for in Texas Government Code, Chapter 2269, Subchapter C.
7. Prepare and submit permit application to the Texas Department of Transportation (TxDOT) for installation of utilities in existing TxDOT ROW.

B. Bidding-Related Services

1. Distribute Contract Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit Advertisement for Best-Value Competitive Bidding to local newspaper for publishing. City shall be responsible for any applicable publishing fees.
2. Prepare addenda and answer questions during Bidding process.
3. Attend the bid opening at city hall, assist City in the award of the Construction Contract, and attend one Council meeting.
4. Prepare three sets of Contract Documents for signature.

C. Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at monthly construction progress meetings, and participation in project closeout.

Engineer's review of payment requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to City free and clear of any liens, claims, or other encumbrances. Any such service by Engineer will be provided through an amendment to this Agreement.

2. Provide one iteration of construction staking. Additional iterations shall be considered additional services.
3. Provide record drawings in paper format from information compiled from contractor's records. Engineer is providing drafting Services only for record drawings based on the records presented to Engineer by contractor and City. Engineer will not be liable for the accuracy of the record drawing information provided by contractor and City.
4. Provide an electronic copy of record drawings in shapefile format to be incorporated into the City's geographic information systems database.

D. Services Not Provided

1. Hazmat soil testing/evaluation.
2. Wetland delineation.
3. Flood studies.
4. Archeological or Historical reviews.
5. Land/easement procurement.
6. Design revisions after approval.
7. Services related to buried waste and contamination.

FINAL COPY

8. Geotechnical services for design and construction materials testing.
9. Resident project representative for observation of construction. (City shall provide)
10. Contract Document distribution shall be provided by City.

FINAL COPY

PART B—BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

**CITY OF NAVASOTA
PROJECT NO. _____
PECAN LAKES GAS MAIN EXTENSION**

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this Agreement. If services beyond those specifically identified are determined necessary during the Project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City Manager.

City shall compensate Engineer for services described in Part A of attachment A on a lump sum basis a fee of \$210,000.

FINAL COPY

ATTACHMENT "B"

INSURANCE

**CITY OF NAVASOTA
PROJECT NO. _____
PECAN LAKES GAS MAIN EXTENSION**



REQUEST FOR CITY COUNCIL AGENDA ITEM #7

Agenda Date Requested: <u>March 27, 2023</u>	Appropriation
Requested By: <u>Susie Homeyer, City Secretary</u>	Source of Funds: <u>N/A</u>
Department: <u>Administration</u>	Account Number: <u>N/A</u>
<input type="radio"/> Report <input type="radio"/> Resolution <input checked="" type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input checked="" type="radio"/> Yes <input type="radio"/> No

Exhibits: Interlocal Agreement and Letter of Support

AGENDA ITEM #7

Consent agenda items are:

- A. Approve interlocal agreement between Harris County Department of Education and the City of Navasota for the Choice Partners Cooperative.
- B. Approve a letter of support for T-Mobile Hometown Grant application.

ACTION REQUIRED BY CITY COUNCIL

Approve Consent Agenda: Approve the Interlocal Agreement between Harris County Department of Education and the City of Navasota for the Choice Partners Cooperative which will help bypass the standard procurement process, which increases efficiency in order to save co-op members and vendor partners time and money; and Approve the letter of support for T-Mobile Hometown Grant application with proposed improvements to include lighting improvements, shading over bleachers, improvements to bathrooms and concession stands, replacing old fences and adding paved parking.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/22/23

Date



REQUEST FOR CITY COUNCIL AGENDA ITEM #7A

Agenda Date Requested: <u>March 27, 2023</u>	Appropriation
Requested By: <u>Rayna Teicheira, Director</u>	Source of Funds: <u>N/A</u>
Department: <u>Economic Development</u>	Account Number: <u>N/A</u>
<input checked="" type="radio"/> Report <input type="radio"/> Resolution <input type="radio"/> Ordinance	Amount Budgeted: <u>N/A</u>
	Amount Requested: <u>N/A</u>
	Budgeted Item: <input type="radio"/> Yes <input checked="" type="radio"/> No

Exhibits: Interlocal Agreement 2023

AGENDA ITEM #7A

Approve an interlocal agreement between Harris County Department of Education and the City of Navasota for the Choice Partners Cooperative.

SUMMARY & RECOMMENDATION

Over the last several months, staff has been working with National Signs, LLC on the signage design and layout of the Navasota city-wide wayfinding project. National Signs, LLC is a leading provider of signage and since 1992 their sign company has provided turnkey commercial signage services to leading businesses and organizations. Their end-to-end signage solution includes design, engineering, permitting, project management, manufacturing, and installation for government, institutional, corporate, retail, church, and commercial customers.

National Signs has a contract through the Choice Partners Cooperative, which enables their company to enter directly into the bidding process for government and education work across the country. The Choice Partners national purchasing cooperative offers procurement and contract solutions to meet government purchasing requirement.

Choice Partners (through Harris County Department of Education) is a tool for procurement. Choice Partners helps expedite the procurement process by matching organizations to vendors that are vetted and trusted. National Signs, LLC's Choice Partners contract states that their company has satisfied all national and state requirements for competitive procurement. Essentially, granting their company the opportunity to bypass the standard procurement process, which increases efficiency in order to save co-op members and vendor partners time and money.

By approving this interlocal agreement between the City of Navasota and Choice Partners will allow the City of Navasota to purchase all signs designed and created by National

Signs, LLC at their contracted (already bid) pricing, which is much cheaper and provides less work on the City's end for the need to bid this project out. If approved, once the City of Navasota staff decides to move forward with the purchasing, City Council will need to approve the purchase due to the amount being over \$50,000.

ACTION REQUIRED BY CITY COUNCIL

Approve the interlocal agreement between Harris County Department of Education and the City of Navasota for the Choice Partners Cooperative.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/22/23

Date

Interlocal Agreement
between Harris County Department of Education
& _____

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement (“Agreement”) is made and entered into by and between Harris County Department of Education (“HCDE”), located in Houston, Texas, and _____, a local governmental entity and/or political subdivision (“LGE”), located in _____ (city), _____ (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement (“Effective Date”) and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
 - A. HCDE agrees to:**
 - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
 - Provide programs and services upon LGE’s submission of independent contracts or purchase orders to HCDE and HCDE’s acceptance thereof. HCDE’s obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE’s obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
 - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
 - B. LGE agrees to:**
 - Participate in any or all of the programs and services that HCDE offers, in LGE’s sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
 - Agree to follow the terms and conditions of each independent contract or purchase order.
 - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attn: James Colbert, Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022
713-694-6300

_____ ("LGE")
Attn: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
 - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Name of Local Governmental Entity

Harris County Department of Education

Authorized Signature

Printed Name

James Colbert, Jr.

Title

County School Superintendent

Date

Date

Type of Local Governmental Entity (*select one*):

- | | |
|---|--|
| <input type="checkbox"/> School District | <input type="checkbox"/> Charter School |
| <input type="checkbox"/> County | <input type="checkbox"/> City/Municipality |
| <input type="checkbox"/> University | <input type="checkbox"/> College |
| <input type="checkbox"/> State Entity | |
| <input type="checkbox"/> Governmental entity/other: _____ | |



REQUEST FOR CITY COUNCIL AGENDA ITEM #7B

Agenda Date Requested: March 27, 2023

Requested By: Rayna Teicheira, Director

Department: Economic Development

☒ Report ☐ Resolution ☐ Ordinance

Exhibits: City Council Support Letter 2023

Appropriation

Source of Funds: N/A

Account Number: N/A

Amount Budgeted: N/A

Amount Requested: N/A

Budgeted Item: ☐ Yes ☒ No

AGENDA ITEM #7B

Approve letter of support for T-Mobile Hometown Grant application.

SUMMARY & RECOMMENDATION

The T-Mobile Hometown Grant is eligible for communities of less than 50,000 to receive up to \$50,000 in funds to invest into their local communities. There are 25 small towns and rural communities that will be selected in this round of funding, and the deadline to apply is March 31, 2023. Eligible projects include: Implementing technology upgrades at a library, refreshing a local park, breaking ground on a new place where neighbors can connect, revitalizing a town square pavilion, revitalizing a historic building, revitalizing a town hall, revitalizing a senior center, and/or revitalizing a local little league field

Over the last few months, city staff has been working on the T-Mobile Hometown Grant application to provide improvements to the Little League Fields at August Horst and Manley Park. The program is highly competitive and staff hopes that in order to score well, projects that show public support could help us score higher.

Staff has been working with the Grimes County Little League (GCLL) organization to identify and prioritize projects that will improve the Little League facilities, and a few of these proposed projects include lighting improvements, shading over bleachers, improvements to bathrooms and concession stands, replacing old fences, and adding paved parking.

Staff has reached out to GCLL, Navasota ISD, and the Navasota – Grimes County Chamber of Commerce for letters of support. All Hometown Grant applicants will be notified 30-60 days after the end of each quarter on the status of the submission.

ACTION REQUIRED BY CITY COUNCIL

Approve the letter of support for the T-Mobile Hometown Grant application.

Approved for the City Council meeting agenda.



Jason B. Weeks, City Manager

3/22/23

Date



Send all mail to:
P.O. Box 910
Navasota, TX 77868

www.NavasotaTX.gov

March 20, 2023

T-Mobile Hometown Grant
12920 SE 38th Street
Bellevue, Washington 98006-1350

RE: 2023 Support of City of Navasota's T-Mobile Hometown Grant Application

Dear Hometown Grant Committee,

The City of Navasota would like to go on record in support of the T-Mobile Hometown Grant application for the Little League field improvements at August Horst and Manley Parks.

August Horst and Manley Parks host hundreds of youth baseball and softball players from across Grimes County to provide youth recreational opportunities for residents and visitors coming to Navasota. The City of Navasota is seeking additional support to improve the fields, including adding additional parking, enhanced lighting, and improving deteriorated structures.

Thank you for your consideration,

Navasota City Council

Bert Miller, Mayor

Grant E. Holt, Mayor Pro-Tem

Bernie Gessner, Councilmember

Josh M. Fultz, Councilmember

Pattie Pederson, Councilmember

City Hall is located at 200 East McAlpine Street, Navasota, Texas.

| City Hall: (936) 825-6475 | Economic Development Corporation: (936) 825-2961 | Communications: (936) 825-7055 | Fire Department: (936) 825-7388
| Library: (936) 825-6744 | Parks & Recreation/Navasota Center: (936) 825-2241 | Police Department: (936) 825-6124 | Public Works: (936) 825-6450 |